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October 29, 1998

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OCT 29 1998

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Hand Delivery

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
1919 M Street, NW
Room 222
Washington, D.C. 20554

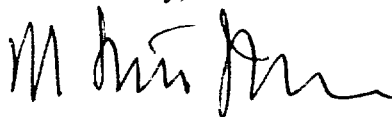
Re: MM Docket 98-63
RM-9209

Dear Ms. Salas:

Enclosed on behalf of Robert S. Sullins, Thomas E. Spellman d/b/a Grayson Broadcasting Company and Thomas Desmond are an original and four copies of Joint Request for Settlement and corresponding Settlement Agreements, in the above-referenced proceeding.

Should any questions arise in connection with this filing, please contact the undersigned.

Sincerely,



M. Scott Johnson

Enclosures

cc: Harry C. Martin
Counsel for Thomas Spellman

John J. McVeigh
Counsel for Thomas Desmond

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**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

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OCT 29 1998
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

<p>In the Matter of</p> <p>Amendment of Section 73.202(b) (Table of Allotments) FM Broadcast Stations</p> <p>Pottsboro, Whitesboro and Leonard, Texas Durant and Madill, Oklahoma</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>MM Docket No. 98-63 RM-9209</p>
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To: Chief, Mass Media Bureau

**JOINT REQUEST FOR
APPROVAL OF SETTLEMENT AGREEMENT**

Robert S. Sullins ("Sullins"), Thomas E. Spellman d/b/a Grayson Broadcasting Company ("Grayson"), and Thomas S. Desmond ("Desmond") are proponents in the above-captioned rule making proceedings for amendment of the FM Table of Allotments. They hereby jointly request approval of the Settlement Agreements set forth in Attachment 1 hereto seeking: (1) withdrawal of the Grayson petition for rule making and of Grayson's expression of interest in a new allotment at Pottsboro, Texas; and (2) the withdrawal of the Desmond petition for rule making and of Desmond's expression of interest seeking the allotment of an FM channel at Leonard, Texas^{1/}, both of which are in conflict with Sullins' counterproposal seeking amendment of the FM Table of Allotments to allocate Channel 273C2 to Whitesboro and change KMAD-FM's city

^{1/} Desmond's counterproposal at Pottsboro is concurrently withdrawn as well.

of license from Madill to Whitesboro to as well as Sullins' previously filed one-step upgrade application (the "Sullins Application") which remains pending.^{2/}

As part of the respective Agreements, the parties have provided declarations under penalty of perjury that their respective petitions for rule making and, counterproposals were not filed for the purpose of reaching or carrying out this or any other settlement agreement, and that they believe the Agreements, after Commission approval, will serve the public interest, expedite the provision of radio service, and eliminate the need for further proceedings in this docket.

Likewise, pursuant to Section 1.420(j) of the Commission's Rules, included in Attachment 2 hereto are declarations establishing that the amounts to be paid to Grayson and Desmond, respectively, in connection with the withdrawal do not exceed the legitimate and prudent expenses incurred in the preparation, filing and prosecution of their respective petitions for rule making.

In view of the foregoing, the parties hereto urge the Commission to (1) approve the Settlement Agreements, (2) dismiss the Grayson petition for rule making and the Desmond petition for rule making and (3) grant either (i) Sullins' proposed amendment of the FM Table of Allotments to allocate Channel 273C2 to Whitesboro, or (ii) the Sullins Application.

^{2/} FCC File No. BPH-980421IH

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Respectfully submitted,

THOMAS E. SPELLMAN D/B/A
GRAYSON BROADCASTING COMPANY

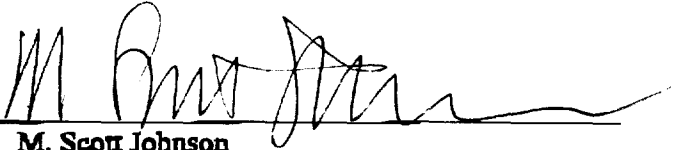
By


Harry C. Martin
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street, 11th Floor
Rosslyn, Virginia 22209

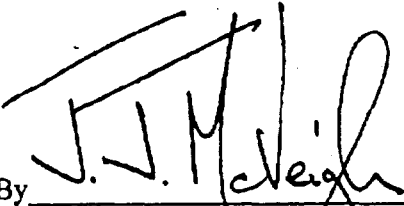
Its Counsel

ROBERT S. SULLINS

By


M. Scott Johnson
Jocelyn R. Roy
Gardner, Carton & Douglas
1301 K Street, NW
Suite 900 East Tower
Washington, DC 20005

THOMAS S. DESMOND

By 
John J. McVeigh
Law Offices of John J. McVeigh
12101 Blue Paper Trail
Columbia, MD 21044-2787

His Counsel

October 29, 1998

ATTACHMENT 1

- (a) Thomas E. Spellman
_____ d/b/a Grayson Broadcasting Company
Settlement Agreement with Robert S. Sullins
and related documents

- (b) Thomas S. Desmond
Settlement Agreement with Robert S. Sullins
and related documents

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Robert S. Sullins, licensee of radio station KMAD-FM, Madill, Oklahoma ("Sullins") and Thomas E. Spellman d/b/a Grayson Broadcasting Company, a Texas sole proprietorship ("Grayson").

RECITALS

WHEREAS, Grayson filed a petition for rule making with the Federal Communications Commission ("FCC" or "Commission") in MM Docket No. 98-63 seeking amendment of Section 73.202(b) of the FM Table of Allotments, to: (1) allot Channel 273C3 at Pottsboro, Texas as a first local aural transmission service; (2) substitute Channel 292A for Channel 296C3 at Durant, Oklahoma; and (3) substitute Channel 296A or Channel 296C3 for Channel 273A at Madill, Oklahoma ("Grayson Petition"); and

WHEREAS, Sullins filed a counterproposal ("Sullins' Petition") in MM Docket No. 98-63 seeking: (1) the allocation of Channel 273C2 to Whitesboro as a first local service and a change in KMAD-FM's city of license from Madill to Whitesboro to reflect the new allocation; and (2) deletion of Channel 272A at Madill; and

WHEREAS, Thomas S. Desmond filed a petition for rule making ("Desmond Petition") on April 3, 1998 seeking amendment of Section 73.202(b) of the FM Table of Allotments to allot FM Channel 273C3 to Leonard, Texas; and

WHEREAS, Sullins currently also has a "one-step upgrade" application pending to modify the current KMAD-FM license (FCC File No. BPH-980421IH) to operate as a class C2 station on

Channel 273 ("Sullins' Upgrade Application") which is in conflict with the Grayson Petition and Desmond Petition; and

WHEREAS, Sullins and Grayson believe that it will serve the public interest and facilitate administrative convenience for Grayson to withdraw its petition, subject to the conditions stipulated herein.

NOW THEREFORE, Sullins and Grayson have resolved, in light of the foregoing facts and subject to the mutual covenants and promises contained herein, to enter into an agreement as follows, subject to the approval of the Commission:

1. Within five (5) business days from the execution hereof the parties will file with the Commission a Joint Request for Approval ("Joint Request") of this Settlement Agreement and request grant of the Sullins' Petition. As part of the Joint Request, Grayson shall request the dismissal with prejudice of the Grayson Petition and shall withdraw its expression of interest in applying for the new allotment in Pottsboro. In addition, Grayson will forbear from any opposition to any proposal of Mr. Sullins (i) with respect to the Sullins' Petition or (ii) Sullins' Upgrade Application (FCC File No. BPH-980421IH). In consideration for the foregoing, Sullins will pay Grayson an amount not to exceed Eleven Thousand Six Hundred Four Dollars and 46/100 (\$11,604.46) as reimbursement of its expenses incurred in preparing, filing and prosecuting the Grayson Petition. The payment by Sullins of the foregoing consideration and the Grayson request for dismissal shall be conditioned upon approval of this Settlement Agreement, dismissal of the Grayson and Desmond Petitions and either (i) grant of the Sullins' Petition, or (ii) grant of Sullins' Upgrade Application.

2. Upon execution of this Settlement Agreement, the consideration shall be delivered to M. Scott Johnson, Esquire as escrow agent under the Escrow Agreement attached hereto, which escrow agreement shall govern distribution of the escrowed consideration. The payment to Grayson by the escrow agent shall be made seven (7) business days after the date a Commission Order granting Sullins' Counterproposal or Upgrade Application becomes a Final Order. "Final Order" for purposes of this Settlement Agreement means an Order of the Commission, or any of its officials acting pursuant to delegated authority, as to which the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the Commission may review said order on its own motion, have expired, and no such petition for reconsideration, application for review or court appeal has been timely filed and the Commission has not reviewed said order on its own motion. Further, in the event of any such petition, application, appeal or action being filed or taken, such petition, application, appeal or action shall have been disposed of and the time for seeking further review of the Commission's order shall have expired without any request for such further review having been filed.

3. Upon execution hereof, the parties will promptly prepare and file with the FCC a Joint Request pursuant to Section 1.420 of the Commission's Rules, together with such statements and other supporting materials as may be necessary or appropriate, including a showing by Grayson under § 1.420(j) that the amounts to be paid to Grayson pursuant to Paragraph 1 do not exceed its legitimate and prudent expenses in the preparation, filing, and prosecuting its Petition. The Joint Request shall request that the Commission approve this Settlement Agreement and take such further action as is contemplated hereby. The Joint Request will also seek dismissal of the petition for rule making filed by Thomas S. Desmond ("Desmond Petition") seeking an allotment at

Leonard, Texas, which is mutually exclusive with the Grayson petition for rule making and for which a separate Settlement Agreement will be contemporaneously filed. The parties will use their best efforts and cooperate to the extent necessary to prepare and file whatever documents may be required to seek and obtain final Commission approval of this Settlement Agreement and the actions contemplated hereby.

4. This Settlement Agreement shall be governed and construed under the laws of the State of Texas (other than the choice of law rules used in that jurisdiction), the Communications Act of 1934, as amended, and the Commission's Rules and Regulations.

5. Each party represents to the other that (a) such party bears full right and legal power to execute and deliver this Settlement Agreement and to consummate the transactions contemplated hereby; (b) such party is not under any restrictions, contractual or otherwise, which are inconsistent with this Settlement Agreement that would prevent or preclude such party from entering into this Settlement Agreement or from performing such party's obligations hereunder; (c) the individual signing this Settlement Agreement on such party's behalf has full authority to do so; and (d) this Settlement Agreement is a legally binding obligation of such party and is enforceable against such party in accordance with its terms. This Settlement Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Any notice with regard to this Settlement Agreement shall be in writing and shall be deemed given when received via an overnight courier service to the following:

For Thomas E. Spellman d/b/a Grayson Broadcasting Company

Thomas E. Spellman
633 N. Holly Avenue
Sherman, Texas 75090

with copy to:

Harry C. Martin
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street, 11th Floor
Rosslyn, Virginia 22209

For Robert S. Sullins

Robert S. Sullins
1913 West Elm
Durant, Oklahoma 74701

With copy to:

M. Scott Johnson
Jocelyn R. Roy
1301 K Street, NW
Suite 900 East Tower
Washington, DC 20005

7. This Settlement Agreement constitutes the entire understanding of the parties and supersedes any prior or contemporaneous written or oral agreements or understandings between them. No modification, amendment or waiver of any provision of this Settlement Agreement, in whole or in part, will be valid unless in writing signed by duly authorized representatives of the parties.

8. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement,

binding on all parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

9. By their respective signatures hereto, the parties declare under penalty of perjury, affirming for purposes of Section 1.420(j) of the Commission's Rules, that (a) their respective rule making proposals were not filed with the Commission with the purposes of reaching or carrying out this or any other settlement agreement; (b) neither party nor its principals has or will pay or receive any money or consideration from the other except as set forth herein; (c) the exact nature of the consideration for Grayson's withdrawal of the Grayson Petition is set forth herein; (d) neither party nor its principals has or will pay or receive from the other any money or consideration in excess of legitimate prudent expenses to any withdrawing party; and (e) they believe that this Settlement Agreement will serve the public interest because it will expedite the provision of radio service and will obviate the need for further proceedings, thereby conserving the Commission's resources.

10. If the Commission or its delegate for any reason fails to approve this Settlement Agreement, or approve Sullins' Upgrade Application, within twelve (12) months after the submission of the Joint Request requesting such approval, then either party may terminate this Settlement Agreement upon ten (10) days written notice to the other, following which the parties shall be entitled to resume prosecution of their respective proposals. If neither party takes the affirmative step of issuing a notice of termination, this Settlement Agreement shall remain in full force and affect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or partners, effective as of the last date of signature as shown below.

Thomas E. Spellman, d/b/a

Grayson Broadcasting Company

Dated: October __, 1998

By: _____
Thomas E. Spellman, Sole Proprietor

Robert S. Sullins

Dated: October 22, 1998


Robert S. Sullins

10/29/98 15:20 FAX 703 812 0486

10/23/98 16:32 FAX 703 812 0486

10/23/98 18:24 202 408 7100

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or partners, effective as of the last date of signature as shown below.

Thomas E. Spellman, d/b/a

Grayson Broadcasting Company

Dated: October 24, 1998

By:

Thomas E. Spellman
Thomas E. Spellman, Sole Proprietor

Robert S. Sullins

Dated: October ____, 1998

Robert S. Sullins

10/23/98 13:56

GCAD_ WASH DC

ATTACHMENT 2

CERTIFICATION

This will certify that Thomas E. Spellman d/b/a Grayson Broadcasting Company ("Grayson") has incurred out-of-pocket expenses for legal and engineering services in excess of \$11,604.46 in the preparation, filing, and prosecution of its petition for rule making (MM Docket No. 98-63, RM No. 9209) seeking allotment of Channel 273C3 at Pottsboro, Texas and substitution of Channel 292A for Channel 296C3 at Durant, Oklahoma and Channel 296A or Channel 296C3 for Channel 273A at Madill, Oklahoma.

These facts can be substantiated with appropriate statements from our law firm (Fletcher, Heald and Hildreth) and our engineering firm (E. Harold Munn Jr. and Associates.). Such statements are attached hereto.

There is no other consideration, other than as set forth in the attached Settlement Agreement, being paid to Grayson by Robert S. Sullins. The petition for rule making for Pottsboro, Texas, was not filed with the purpose of reaching this or any other Settlement Agreement.

I certify under penalty of perjury that the foregoing is true and correct.

Thomas E. Spellman d/b/a

Grayson Broadcasting Company


Thomas Spellman

October __, 1998

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Robert S. Sullins, licensee of radio station KMAD-FM, Madill, Oklahoma (“Sullins”) and Thomas S. Desmond (“Desmond”).

RECITALS

WHEREAS, Desmond filed a petition for rule making with the Federal Communications Commission (“FCC” or “Commission”) seeking amendment of Section 73.202(b) of the FM Table of Allotments, to allot FM Channel 273A to Leonard, Texas; and

WHEREAS Grayson Broadcasting Company (“Grayson”) filed a petition for rule making with the FCC in MM Docket No. 98-63 seeking amendment of Section 73.202 of the FM Table of Allotments to: (1) allot Channel 273C3 at Pottsboro, Texas; (2) substitute Channel 292A for Channel 296C3 at Durant, Oklahoma; and (3) substitute Channel 296A or Channel 296C3 for Channel 273A at Madill, Oklahoma, which proposal is mutually exclusive with the Desmond Petition; and

WHEREAS, Sullins filed a counterproposal (“Sullins’ Petition”) in MM Docket No. 98-63 to the Grayson Petition seeking: (1) the allocation of Channel 273C2 to Whitesboro as a first local service and a change in KMAD-FM’s city of license from Madill to Whitesboro to reflect the new allocation; and (2) deletion of Channel 272A at Madill.

WHEREAS, Sullins currently also has a “one-step upgrade” application pending to modify the current KMAD-FM license (FCC File No. BPH-980421IH) to operate as a class C2 station on Channel 273 (“Sullins’ Upgrade Application”) which is in conflict with the Grayson Petition and the Leonard Petition; and

WHEREAS, Sullins and Desmond believe that it will serve the public interest and serve administrative convenience for Desmond to withdraw his petition, subject to the conditions stipulated herein.

NOW THEREFORE, Sullins and Desmond have resolved, in light of the foregoing facts and subject to the mutual covenants and promises contained herein, to enter into an agreement as follows, subject to the approval of the Commission:

1. Within five (5) business days from the execution hereof the parties will file with the Commission a Joint Request for Approval ("Joint Request") of this Settlement Agreement and request grant of the Sullins' Petition. As part of the Joint Request, Desmond shall request the dismissal with prejudice of the Desmond Petition and shall withdraw his expression of interest in applying for the new allotment in Leonard, Texas. In consideration for same, Sullins will pay Desmond an amount reflecting Desmond's out-of-pocket expenses approved by the Commission up to the amount of Ten Thousand Dollars (\$10,000). The payment by Sullins of the foregoing consideration and the Desmond request for dismissal shall be conditioned on approval of this Settlement Agreement, dismissal of the Desmond and Grayson Petitions, and either (i) grant of the Sullins' Petition or (ii) grant of Sullins' Upgrade Application.

2. Consideration to be paid Desmond shall be delivered to an escrow agent pursuant to the Escrow Agreement attached hereto on or before the date which is seven (7) business days following the execution of this Settlement Agreement. The payment of the consideration to Desmond by the escrow agent shall be made seven (7) business days after the date a Commission Order granting either Sullins' Counterproposal or Upgrade Application becomes a Final Order. "Final Order" for purposes of this Settlement Agreement means an Order of the Commission, or

any of its officials acting pursuant to delegated authority, as to which the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the Commission may review said order on its own motion, have expired, and no such petition for reconsideration, application for review or court appeal has been timely filed and the Commission has not reviewed said order on its own motion. Further, in the event of any such petition, application, appeal or action being filed or taken, such petition, application, appeal or action shall have been disposed of and the time for seeking further review of the Commission's order shall have expired without any request for such further review having been filed.

3. Upon execution hereof, the parties will promptly prepare and file with the FCC a Joint Request pursuant to Section 1.420 of the Commission's Rules, together with such statements and other supporting materials as may be necessary or appropriate, including a showing that the amounts to be paid to Desmond pursuant to Paragraph 1 do not exceed his legitimate and prudent expenses incurred in preparation, filing and prosecuting his Petition. The foregoing includes, without limitation, additional Desmond filings as to the Pottsboro proposal of Grayson, and consideration of the Whitesboro counterproposal of Sullins. The Joint Request shall request that the Commission approve this Settlement Agreement and take such further action as is contemplated hereby. The Joint Request will also seek dismissal of the petition for rule making filed by Grayson Broadcasting Company ("Grayson Petition") seeking an allotment at Pottsboro, Texas, for which a separate Settlement Agreement will be contemporaneously filed. The parties will use their best efforts and cooperate to the extent necessary to prepare and file whatever documents may be required to seek and obtain final Commission approval of this Settlement Agreement and the actions contemplated hereby.

4. This Settlement Agreement shall be governed and construed under the laws of the State of Texas (other than the choice of law rules used in that jurisdiction), the Communications Act of 1934, as amended, and the Commission's Rules and Regulations.

5. Each party represents to the other that (a) such party bears full right and legal power to execute and deliver this Settlement Agreement and to consummate the transactions contemplated hereby; (b) such party is not under any restrictions, contractual or otherwise, which are inconsistent with this Settlement Agreement of which would prevent or preclude such party from entering into this Settlement Agreement or from performing such party's obligations hereunder; (c) the individual signing this Settlement Agreement or on such party's behalf has full authority to do so; and (d) this Settlement Agreement is a legally binding obligation of such party and is enforceable against such party in accordance with its terms. This Settlement Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Any notice with regard to this Settlement Agreement shall be in writing and shall be deemed given when received via an overnight courier service to the following:

Thomas S. Desmond
3216 Verbena Drive
Plano, Texas 75075

with copy to:

John J. McVeigh
12101 Blue Paper Trail
Columbia, MD 21044

For Robert S. Sullins

Robert S. Sullins
1913 West Elm
Durant, Oklahoma 74701

with a copy to:

M. Scott Johnson
Jocelyn R. Roy
Gardner, Carton & Douglas
1301 K Street NW
Suite 900 East Tower
Washington, DC 20005

7. This Settlement Agreement constitutes the entire understanding of the parties and supersedes any prior or contemporaneous written or oral agreements or understandings between them. No modification, amendment or waiver of any provision of this Settlement Agreement, in whole or in part, will be valid unless in writing signed by duly authorized representatives of the parties.

8. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that the parties are not signatory to the same counterpart.


9. By their respective signatures hereto, the parties declare under penalty of perjury, affirming for purposes of Section 1.420(j) of the Commission's Rules, that (a) their respective rule making proposals were not filed with the Commission with the purposes of reaching or carrying out this or any other settlement agreement; (b) neither party has or will pay or receive any money or consideration other than as set forth herein; (c) the exact nature of the consideration is set forth herein; (d) neither party has or will pay or receive any money or consideration in excess of legitimate prudent expenses to any withdrawing party; and (e) they believe that this Settlement Agreement will serve the public interest because it will expedite the provision of radio service and

10. If the Commission or its delegate for any reason fails to approve this Settlement Agreement or approve Sullins' Upgrade Application within twelve (12) months days after the submission of the Joint Request requesting such approval, then either party may terminate this Settlement Agreement upon ten (10) days written notice to the other, following which the parties shall be entitled to resume prosecution of their respective proposals. If neither party takes the affirmative step of issuing a notice of termination, this Settlement Agreement shall remain in full force and effect.

11. This Settlement Agreement will be construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws provisions. Jurisdiction over, and the proper venue for, any action at law under this Settlement Agreement will lie in the courts of the State of Texas. If either party must resort to an action at law to enforce its rights under this Agreement, the prevailing party will be entitled all all reasonable attorneys' fees, court costs, and out-of-pocket expenses associated with such action at law.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature as shown below.

THOMAS S. DESMOND



Dated: October 21, 1998

ROBERT S. SULLINS

Dated: October ____, 1998

Dated: October ___, 1998

By:

Thomas S. Desmond

Robert S. Sullins

Dated: October 21, 1998

By:

Robert S. Sullins
Robert S. Sullins

(...continued)

CERTIFICATION

This will certify that I, Thomas S. Desmond, have incurred out-of-pocket expenses for legal and engineering services not in excess of \$10,000 in the preparation, filing, and prosecution of its petition for rule making seeking allotment of Channel 273A at Leonard, Texas.

These facts are substantiated by Exhibit A hereto, an itemized summary of billing information for the fees and charges by my attorney, John McVeigh, and my consulting engineers, Stephan M. Kramer, P.E. and Associates, in connection with this matter.

There is no other consideration, other than as set forth in the attached Settlement Agreement. The petition for rule making for Leonard, Texas was not filed with the purpose of reaching this or any other Settlement Agreement.

I certify under penalty of perjury that the foregoing is true and correct.


THOMAS S. DESMOND

October 21, 1998

THOMAS S. DESMOND
SETTLEMENT OF LEONARD, TEXAS ET. AL.
EXPENSES

CONSULTING ENGINEERING FEES:	\$1265.00
POSTAGE	10.75
LONG-DISTANCE TELEPHONE CHARGES	110.50
LEGAL SERVICES AND DISBURSEMENTS	3457.63

TOTAL:	\$4643.88
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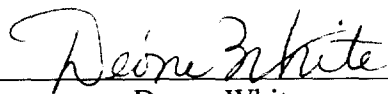
CERTIFICATE OF SERVICE

I, Deone White, a secretary in the law firm of Gardner, Carton & Douglas, certify that I have this 29th day of October, 1998, caused to be sent by first-class U.S. mail, postage-prepaid, a copy of the foregoing Joint Request for Settlement and corresponding Settlement Agreements to the following:

John Karousos
Chief, Allocations Branch
Mass Media Bureau
Federal Communications Commission
2000 M Street, N.W., Room 554
Washington, D.C. 20554

Durant Broadcasting Company
1418 North First
Durant, Oklahoma 74701

Ann Bavender, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street, 11th Floor
Arlington, VA 22209
(Counsel for Soper Broadcasting Company)


Deone White